

AG Contract No. KR97 0715TRN  
ADOT ECS File No. JPA 97-32  
Project: STP-060-1(6)H3972 02D  
Section: SR-264, District Boundary  
to County Line

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE HOPI TRIBE

THIS AGREEMENT is entered into 10 December, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE  
HOPI TRIBE, acting by and through its Tribal Council (the  
"Tribe").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Tribe is empowered by Hopi Tribal Council Resolution  
to enter into this agreement and has authorized the undersigned  
to execute this agreement on behalf of the Tribe.

3. Incident to future roadway reconstruction improvement  
projects to State Route 264 between MP 340 and MP 359.6  
contemplated by the State, the State and the Tribe desire to  
participate in archaeological surveys and cultural resource  
inventories, hereinafter referred to as the Project, at an  
estimated cost of \$20,900.00.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. 22089  
Filed with the Secretary of State  
Date Filed: 12/10/97  
Betty Bayless  
Secretary of State

By: Wicki Greenwood

## II. SCOPE

### 1. The Tribe will:

a. Accomplish the Project generally in accordance with Exhibit A, which is attached hereto and made a part hereof. Provide the State copies of progress reports as appropriate, and a final report.

b. No more often than monthly, invoice the State in the form of Exhibit B, in a total amount estimated at \$20,900.00 for work performed under this agreement.

c. Be responsible for any claims arising from the performance or nonperformance of any work under this agreement attributable to the Tribe.

### 2. The State will:

a. Appoint a Project Manager to coordinate with and assist the Tribe as necessary and appropriate.

b. Reimburse the Tribe within 30 days after receipt and approval of monthly invoices, in a total amount estimated at \$20,900.00.

c. Be responsible for any claims attributable to the State.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws of the State, Federal and Tribal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State, Federal and Tribal government, and acceptable to the State and the Tribe. Such process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

The Hopi Tribe  
Tribal Chair  
Box 123  
Kykotsmovi, AZ 86039


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

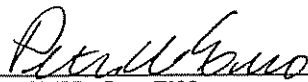
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE HOPI TRIBE

STATE OF ARIZONA

Department of Transportation

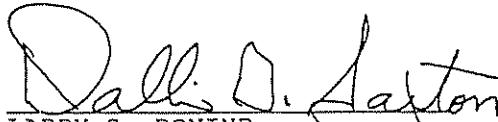
By   
FERRELL H. SECAKUKU  
Chairman

By   
PETER L. ENO  
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 12th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Hopi Tribe for the purpose of defining responsibilities for conducting archeological and cultural surveys on SR-264.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

HOPI TRIBAL COUNCIL  
RESOLUTION  
H-120-97

WHEREAS, the Constitution of the Hopi Tribe gives the tribal government the responsibility to manage, protect, and preserve its cultural legacy for the present and future generations of Hopis; and

WHEREAS, the Arizona Department of Transportation is proposing to implement a roadway reconstruction improvement project to a portion of State Route 264; and

WHEREAS, prior to the implementation of this road improvement project the Arizona Department of Transportation is required to perform an archaeological survey and a cultural resource inventory to that portion of State Route 264 that will be impacted by the proposed roadway reconstruction improvement project; and

WHEREAS, the Cultural Preservation Office of the Hopi Tribe has been requested by Arizona Department of Transportation to conduct the necessary archaeological survey and cultural resources inventory of the proposed portion of State Route 264 from Milepost 340 to Milepost 359.6 which is located within the boundaries of the Hopi Indian Reservation; and

WHEREAS, the Hopi Tribal Council is empowered to enter into a Intergovernmental Agreement between the State of Arizona and the Hopi Tribe for the sole purpose of providing the necessary funds to the Cultural Preservation Office to perform the archaeological survey and cultural resources inventory of the identified portion of State Route 264;

NOW THEREFORE BE IT RESOLVED by the Hopi Tribal Council that it hereby authorizes the Chief Executive Officer to enter into the Intergovernmental Agreement between

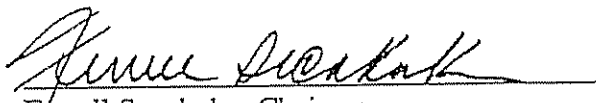
HOPI TRIBAL COUNCIL  
RESOLUTION  
H-120-97

the State of Arizona and the Hopi Tribe (AG Contract No. KR97 0715TRN) at an estimated amount of \$20,900.00;

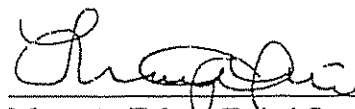
BE IT FINALLY RESOLVED by the Hopi Tribal Council that it hereby authorizes the Cultural Preservation Office of the Hopi Tribe to place into effect all necessary legal documents, including any necessary amendments, to fulfill this intent and that the Treasurer is hereby authorized to receive and expend said funds in accordance with all applicable Tribal and State fiscal guidelines.

CERTIFICATION

The foregoing resolution was duly adopted by the Hopi Tribal Council on November 5, 1997, at a meeting at which a quorum was present with a vote of 12 in favor, 0 opposed, 1 abstaining (Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by ARTICLE VI-POWERS OF THE TRIBAL COUNCIL. SECTION 1 (a) of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, as ratified by the Tribe on October 24, 1936, and approved by the Secretary of Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said resolution is effective as of the date of adoption and does not require Secretarial approval.

  
Ferrell Secakuku, Chairman  
Hopi Tribal Council

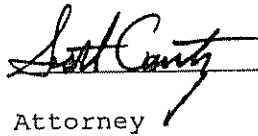
ATTEST:

  
Mary A. Felter, Tribal Secretary  
Hopi Tribal Council

APPROVAL OF  
THE HOPI TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the HOPI TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 24<sup>th</sup> day of November, 1997.

  
\_\_\_\_\_  
Attorney

**A PROPOSED WORK PLAN AND BUDGET FOR COMPLETION OF CULTURAL  
RESOURCES INVENTORIES FOR STATE ROUTE 264 BETWEEN MILEPOSTS  
340 AND 359.6, LOCATED ON THE HOPI INDIAN RESERVATION,  
COCONINO AND NAVAJO COUNTIES, ARIZONA**

**Prepared by:**

Cindy Dongoske, Archaeologist

**Prepared for and Submitted to:**

Bettina Rosenburg  
Cultural Resource Specialist  
Arizona Department of Transportation

**Submitted by:**

Kurt E. Dongoske  
Tribal Archaeologist  
Cultural Preservation Office  
P.O. Box 123  
Kykotsmovi, Arizona 86039

**Hopi Cultural Preservation Office Project Number 97-025**

**June 1997**



**A PROPOSED WORK PLAN AND BUDGET FOR COMPLETION OF CULTURAL  
RESOURCES INVENTORIES FOR STATE ROUTE 264 BETWEEN MILEPOSTS  
340 AND 359.6, LOCATED ON THE HOPI INDIAN RESERVATION,  
COCONINO AND NAVAJO COUNTIES, ARIZONA**

**INTRODUCTION**

The Arizona Department of Transportation (ADOT) has requested that the Hopi Cultural Preservation Office (HCPO) complete the cultural resources inventory of the portion of State Route 264 that lies between mileposts 340.0 and 359.6. This would include inventorying the entire ADOT State Route 264 right-of-way (ROW) from milepost 340.0 at the Hopi/Navajo Reservations boundary to milepost 359.6 at the Coconino/Navajo Counties boundary line.

The portion of State Route 264 which lies within the Hopi Indian Reservation between the Coconino/Navajo Counties boundary line (milepost 359.6) continuing east to Keams Canyon (milepost 403.1) was surveyed and inventoried by the HCPO in 1991, and 1996. An additional survey and inventory of SR 264 was conducted by Archaeological Research Services, Inc., in 1991 between Keams Canyon, Arizona, and Steamboat, Arizona. This leaves a remaining **19.6 singular side miles** ( $x2=39.20$  miles) of right-of-way (ROW) for SR 264 on the Hopi Reservation that still needs to be inventoried and within which to identify and document all new cultural resources as well as any previously identified archaeological sites. Additionally, as required by the recent amendments to the National Historic Preservation Act, this inventory will include the identification, documentation, and evaluation of traditional cultural properties, in consultation with the appropriate Hopi clans claiming land affiliation, within the highway's ROW's. A complete archaeological survey and inventory with traditional cultural property consultation and documentation will be performed for this length of the highway. This is what is detailed in the following work plan.

**BACKGROUND**

The Hopi Reservation has been the subject of extensive research, both ethnological and archaeological. Numerous institutions have been involved in this research, including the Smithsonian Institution, the Field Museum of Natural History in Chicago, the Museum of Northern Arizona, the National Geographic Society, and the Harvard Peabody Museum. Other research endeavors on the reservation were the result of non-research based projects such as the Hopi and Navajo land claims cases. Finally, much of the information on archaeological and traditional cultural property location has come from cultural resource inventories conducted in accordance with Section 106 of the National Historic Preservation Act. Of these, the Black Mesa Archaeological Project and the construction of the Hopi-Navajo Boundary fence contributed large amounts of information. A preparatory check of the Cultural Preservation Office's Project and Site Records file indicates that a total of eleven (11) archaeological sites have been previously

recorded within one linear kilometer of the SR 264 right-of-way for the portion remaining to be surveyed and inventoried. These few archaeological sites recorded is probably a good reflection of expected site densities for this particular area. Site density estimates utilized in this proposal's calculations are based on previous archaeological inventories conducted by the Cultural Preservation Office.

## FIELD METHODOLOGY

The cultural resource inventories will be undertaken by a crew of two, one professional Archaeologist and a Hopi Research Assistant. The Archaeologist and the Research Assistant will traverse the right-of-way corridor, parallel to the existing roadway, with a spacing between them of 15 meters (49 feet). This will be performed on both sides of the existing roadway in order to cover the 200 foot (61 meter) wide ROW at a Class III survey level.

Recordation of all identified cultural resources will be accomplished following the completion of the cultural inventory. At this point, the crew of two will continue to be utilized. All sites will be assigned Arizona State Museum (ASM) site numbers and will be recorded on the Arizona State Museum Site Forms (Appended). In addition to the completion of the site form, a detailed map of the site will be generated and a systematic sample of the surface artifact assemblage will be analyzed. The percent of artifacts on the site analyzed will be dependant on the overall number of artifacts on the site. A judgementally placed, measured unit will be established in that portion of the site felt to contain the highest artifact density. A unit of suitable size to encompass approximately 100 artifacts will be established. The location of the artifact sample unit will be identified on the site map. In addition, the remainder of the site will be examined in order to identify artifact types and classes not represented in the sample unit.

During the course of the survey, Hopi cultural consultants familiar with a given portion of the ROW for highway 264, will accompany the survey team to that portion in order to identify significant traditional cultural resources or sacred places. The appropriate Hopi cultural consultants will be identified and their participation in this project arranged by a Hopi Research Assistant from the Cultural Preservation Office.

In-use and sacred resources, particularly those identified through consultation and/or interviews, will not be recorded completely. Enough information will be obtained regarding them to allow for management planning and in order to assess their Register eligibility and their potential for consideration and/or protection under ARPA, AIRFA and NAGPRA. The amount of information recorded on sacred areas will be determined through consultation with the Hopi cultural consultant, the CPO Research Assistant, the CPO Director, the Project Director, and the Cultural Resources Advisory Task Team.

## TIME FRAME

The following time frame is expected for each of the tasks that need to be accomplished. This includes completed inventories and report preparation for highway 264 between the mileposts noted. As follows:

### **Field Work:**

**Survey:** 7 days (6.0 miles one side/ 3.0 miles both sides per day)

**Site Recording:** computed on the total mileage per day (approximately 70.0 mile round trip) multiplied by 1 site per each 2 miles\*

35 potential new sites to record = 17 days for site recordation

**Traditional Cultural Property consultation:** 5 days

**Additional Fieldwork:** 2 days

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**Total Field Time: 24 Days.** (Survey and TCP consultation will be conducted sequentially)

**Report Preparation:** 48 Days.

**Total Project:** 72 Days.

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\* Based on the number of archaeological sites identified during the inventory of SR 264 performed by HCPO (Yeatts and Dongoske 1993).

**Cultural Preservation Office's  
State Route 264 Cultural Resources Inventory  
Operating Line Item Support  
Budget**

	<u>Categories</u>	<u>Budget Amount</u>
4000 -	<u>Salaries and Wages</u>	
	1 - Archaeologist (calculated time incorporates both field work and report preparation and is estimated to be 72 days or approximately 3.5 months)	7,493.76
	1 - Research Assistant (calculated time incorporates field work and limited report preparation and is estimated to be 40 days)	3,177.60
	1 - Administrator (CPO office Director). Approximately 4 hours.	79.72
	1 - Editor (CPO Tribal Archaeologist). Approximately 16 hours (2 days).	342.64
	<b>Total Personnel:</b>	<b>11,094.00</b>
4101 -	<u>Fringe Benefits</u> computed @ 24 % of salaries	
	<b>Total Fringe Benefits:</b>	<b>2,663.00</b>
	<b>Total Salaries/Wages and Fringe Benefits:</b>	<b>13,757.00</b>
5550 -	<u>General Operating Supplies</u> includes expendable supplies such as pin flags, mapping materials, drafting supplies, and general office supplies.	
	<b>Total Operating Supplies:</b>	<b>200.00</b>

5600 - Gas, Oil, & Lube\*\*  
to share expenses on gasoline, oil, and lube in utilizing Cultural Preservation Office vehicles.

**Total Gas, Oil, & Lube: 504.00**

6700 - Consultant  
For the assistance of Hopi cultural advisors  
in traditional cultural property identification.  
2 advisors @ \$100/day x 5 days.

**Total Consultant: 1,000.00**

7900 - Indirect Costs  
computed @ 48.8% of salaries only

**Total Indirect Costs: 5,432.00**

**TOTAL COST: 20,893.00**

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\*\*The Gas, Oil, and Lube and the Vehicle Maintenance line items for this project were calculated on a total of 24 field days (x) an average mileage of 70 miles/day (x) .30/mile which equals at total of \$ 504.00. The mileage per day is estimated on the distance that is necessary to travel to and from the Cultural Preservation Office in Kykotsmovi to the project area.





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

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Direct: (602) 542-8837  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

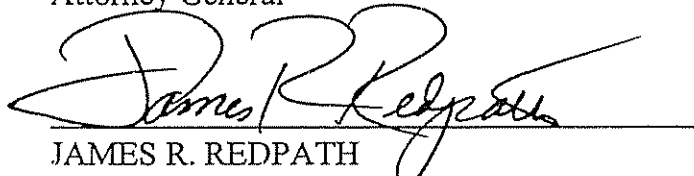
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0715TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 3, 1997.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/9242

Enc.